CO-MARKETING PROMOTION ACCRUAL CONTRACT - PACK OUTLET TOTAL CATEGORY PARTNER

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Average RJR W	eekly Volume	17-26	27-35	36-42	43-44	49-57	58-47	68-78	79-93	B4-109	110-138	139-165	186-199	200-238	230+
RJR Co-Merket	ng Promotion	\$30	842	\$51	\$60	500	\$81	\$96	\$111	\$132	\$162	\$196	\$237	\$286	\$330
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VKR.J. REYNOLDS TOBACCO COMPANY CO-MARKETING PROMOTION ACCRUAL CONTRACT - PACK OUTLET SINTOTAL CATEGORY PARTNER

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce a Co-Marketing Promotion Accrual Program. The Co-Marketing Promotion Accrual Program is available for participating retailers to utilize in promoting selected RJR Full Price Brands and is designed to allow customization of promotions. Program eligibility is available to rotal stores that meet the following criteries: is available to retail stores that meet the following criteria:

- 51% or more total industry volume by the pack.
- 1004 cartons industry brands and minimum of 17 cartons of RJR brands sold per week.
- Distribution of all RJR brands in all price tiers as required.
- Qualifying elements of RJR's Pack Outlet Retail Partners Base Merchandising program as designated by an RJR Representative.
- Everyday Lowest Price in all price tiers on all RJR brands.

PROGRAM OPTIONS

Option 1: RJR Co-Marketing Promotion Accrual - monthly accrual based on RJR volume grid.

Option 2: RJR Co-Marketing Promotion Accrual with Retailer/RJR Malch - monthly accrual with additional Retailer/RJR Match funds based on RJR yolume grid.

ACCRUAL AS FOLLOWS:

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Average RJR Weekly Volume - 400 - 4	17-28	27-35	38-42	43-48	49-57			79-83			139-165	104-199	200-234 239+
RJR Co-Marketing Promotion Accrual	\$20	\$28	134 ※	1: \$40 %	C \$45	854	· \$64	874	\$88	* \$108 ···	· \$132 W	90 \$1 M Ac	4×8100 A. + \$220
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Average RJR Weekly Volume	17-26	27-35	36-42	43-48	49-57	58-87	64-70	79-03	84-109	110-134	139-166	186-199	200-238	230+
Relation Match	\$10	\$14	\$17	\$20	\$23	\$27	\$32	\$37	844	\$64	\$66	879	\$95	\$113
RJR Co-Marketing Promotion Accrual	\$30	642	\$51	\$50	\$69	\$81	\$98	\$111	\$132	\$162	\$195	\$237 m	\$294	\$330
TOTAL ACCRUAL	\$40	\$56	\$68	\$80	\$92	\$108	\$126	- \$148	\$176	\$218	\$264	\$318	\$350	\$452

PROGRAM OPTION REQUIREMENTS

OPTION 1

- Accrual process will begin on contract signing date if prior to the 15th day of the month. Sign up after the 15th day of the month will start accrue! **: following month.
- Co-Marketing Promotion Accrual funds are to be utilized to promote selected RJR Full Price Brands as designated by an RJR Representative...
- Promotional menu will be available to Total Category Partners at the discretion of RJR.

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- All promotions require approval by RJR prior to implementation,
- Retailer reimbursement will occur as soon as practicable following successful completion of the subject pre-approved RJR Co-Marketing promotion.
- RJR Promotion Dollar Liability is limited to the allocated dollar amount of Co-Marketing Promotion Accrual as designated by RJR.
- Co-Marketing Promotion Accrual funds will be accrued by the month. Funds accrued during one calendar quarter are available for use in the immediately following calendar quarter.
- Unused funds may be carried over to the subsequent quarter with prior approval by RJR.
- Funds not utilized for the designated year may not be carried over to the subsequent year.

OPTION 2

- All requirements/benefits stated in Option 1 are applicable to Option 2.
- Retailer must provide matching funds in an amount equal to 50% of Option 1 rate. Retailer match dollars are utilized in the same manner as Option 1 funds and are payable not later than individual promotion completion.
- RJR will provide additional funds in an amount equal to Retailer Match monies. RJR Match monies will be accrued on a monthly basis and are availab for use on the same basis as the Option 1 tunds.

ADDITIONAL REQUIREMENTS

- Display size, quantity, promotional timeframe, and promotional type will be approved by an RJR Representative.

 Promotional advertising associated with RJR Full Price Brands will be affixed to, or above each display, as approved by an RJR Representative.
- Retailer will not permit advertising of any idnd, including that relating to retailers own products, to be affixed to RJR displays (temporary and/or permanent) without prior consent of RJR.
- Retailer agrees to maintain RJR displays and signage (temporary and/or permanent) in an unobstructed manner, in the location agreed upon by an RJR Representative. Changes in location of displays, or effectiveness of display location, will terminate this agreement.
- Retailer will provide RJR equal opportunity with its competitors to place temporary displays and temporary price/promotion signs as requested by an RJR Representative.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.....
- Retailer will permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.
- Should retailer be disqualified under RJR's Retail Partners Merchandising programs, participation in the Co-Marketing Promotion Accrual program will be terminated. ...

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee falls to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1999 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS For 575 (Assignment of Employer Identification Number).